

ADDENDUM NO. 1 (Rev 1/2023)

ISSUE DATE: July 29, 2026

**RE: WIMR EAST WEDGE CYCLOTRON AND EXPANSION
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN
UW-Madison Project No. 1485-2511 / UWSA Project No. A-23-011**

**BID OPENING: MEP Bid - 2:00 P.M., August 19, 2026
GPC Bid - 2:00 P.M., September 2, 2026.**

**FROM: Potter Lawson, Inc.
749 University Row, Suite 300
Madison, WI 53705**

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Contract Documents dated **June 30, 2026** as noted below. Acknowledge receipt of this Addendum by inserting the number and issue date of this addendum in the blank space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 2 pages and the attached documents:
Specification Sections: GPC Invitation to Bid, GPC Instructions to Bidders, GPC Bid Form, MEP Invitation to Bid, MEP Instructions to Bidders and MEP Bid Form

Drawings: NA

CHANGES TO BIDDING REQUIREMENTS:

1. GPC Invitation to Bid:
 - a. Page A-1 – Line 10 Change MEP Bid Date to August 19, 2026.
 - b. Page A-1 – Line 11 Change GPC Bid Date to September 2, 2026.
2. GPC Instructions to Bidders
 - a. Page B-8 – Line 55 Change the number of consecutive calendar days to 515
 - b. Page B-9 – Line 7 – In the Schedule change the Start Date of the GPC Contract to 9/2026
3. GPC Bid Form:
 - a. Change GPC Bid Date to September 2, 2026.
4. MEP Invitation to Bid:
 - a. Page A-1 – Line 10 Change MEP Bid Date to August 19, 2026.
 - b. Page A-1 – Line 11 Change GPC Bid Date to September 2, 2026.
5. MEP Instructions to Bidders
 - a. Page B-8 – Line 22 Change the number of consecutive calendar days to 515
 - b. Page B-8 – Line 31 In the Schedule Change the Start Date of the GPC Contract to 9/2026
6. MEP Bid Form:
 - a. Change MEP Bid Date to August 19, 2026.

CHANGES TO CONDITIONS OF THE CONTRACT:

NA

CHANGES TO SPECIFICATIONS (DIVISIONS 2 THRU 34):

NA

CHANGES TO DRAWINGS:

NA

END OF ADDENDUM

1
2
3
4
5
6

Potter Lawson, Inc.
749 University Row, Suite 300
Madison, WI 53705

END OF ADDENDUM

Division of Facilities Development
Department of Administration
Madison, Wisconsin 53707-7866

GPC INVITATION TO BID (Rev 04/2024)
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

WIMR EAST WEDGE CYCLOTRON AND EXPANSION
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

UW-Madison Project No. 1485-2511 / UWSA Project No. A-23-011

BID OPENING for MEP BIDDERS: 2:00 P.M., August 19, 2026.

BID OPENING for GENERAL PRIME CONTRACTOR BIDDERS: 2:00 P.M., September 2, 2026.

OWNER: The Board of Regents of the University of Wisconsin System hereinafter termed the Owner.

NOTICE: All potential bidders must be certified by DOA prior to submitting bids on UW-Managed construction projects.

All bids received from contractors who are not certified will be rejected. Contractor certification applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page: <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx>.

This project is being let using a single prime bidding and contracting process. the Owner will publicly bid the applicable mechanical, electrical, plumbing, and fire protection (MEP) divisions of work first. Within five (5) days of the MEP bid opening, the Owner will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division of work. These successful MEP bids must be included in all general prime contractor bids received. The owner will enter into a single contract with the lowest, qualified, responsible, certified general prime contractor and this general prime contractor shall enter into subcontracts with the successful MEP bidders. If a project does not include any mechanical, electrical, plumbing, or fire protection divisions of work, the Owner will bid one bid package for all work to general prime contractors.

The University of Wisconsin System Administration (UWSA) will ONLY be accepting construction bidding documents as follows:

- **PDF scanned file of all required bid documents, including bid and bid bond forms with an either original wet signatures or digital electronic signatures emailed to UWSA Bid Submissions at uwsabids submissions@wisconsin.edu.** If submitting documents with electronic signatures, further information and requirements are in the following bullets.
- Include Project Name, Project Number, Project Location, Category of Work being bid on, Bid Date, and the Name and Address of Bidder within email submission.
- For documents that require a seal, please darken these scans for better visibility.
- For bids including a cashier's/certified check, please scan front and back of check and include with submission.
- Bidders may submit PDFs of bonds and powers of attorney containing e-signatures, e-corporate seals, and e- notaries affixed to each document in accordance with the Surety's obligations. **Telephone numbers are required for all electronic signatories** for oral verification as needed. Wisconsin law permits the use of remote online notarization if it is performed **using technology providers that have been approved by the Department of Financial Institutions (DFI)**. If a remote online notarization is used, it is the responsibility of the contractor and its Surety to ensure that the technology provider has been approved by DFI.
- Bidders may submit bid forms containing electronic signatures, but those signatures must be obtained using approved software in order to be accepted. **DocuSign software and Adobe Digital Signature software are approved for e-signatures** for submission of bids. Use of any other e-signature software will require additional verification and the bidder must obtain approval at least three (3) business days prior to submission of bids. Please contact Lindsay.woznick@wisconsin.edu first regarding any proposed electronic signature software.

UWSA will NO LONGER accept bids via third party delivery (UPS, FEDEX, or DHL) or bids being dropped off in person.

- Bids must be submitted to the email address listed above (uwsabids submissions@wisconsin.edu) by 1:30 p.m. CT on the day that the bid submission is due. Email PDF submissions will receive a confirmation reply from WSA. If for any reason a reply is not received after a PDF bid is emailed, please contact Lindsay Woznick at 608-265-6462.

- Bidders are responsible for their bid being delivered by the time specified and delivery is entirely at the bidder's risk.

The bid opening will be conducted via teleconference with the information listed below. All bids will be opened at 2:00 p.m. CT on the scheduled date. All lines will be muted upon entry of the teleconference. Upon dialing into the teleconference line, you will hear silence until the bid starts.

Join Zoom Meeting

- One Tap Mobile:

- +13052241968,,96119421731#,,,,*820674# US

Dial-In

- +1 312 626 6799 US (Chicago)

- <https://wisconsin-edu.zoom.us/j/96119421731?pwd=eVF6VzM0Z2ZTalhqaCtpVGNLNkZz09&from=addon>

- Meeting ID: 961 1942 1731

- Passcode: 820674

In general, the work consists of an approximately 58,000 GSF addition onto the Wisconsin Institute for Medical Research (WIMR) at 1111 Highland Ave, Madison, WI 53705. The addition would be constructed in the East Wedge between what is commonly referred to as WIMR 1 and WIMR 2 and would consist of remodeling existing basement space and new construction in the basement, first and second floor. The first and second floor will be initially constructed as a shell space for future program. The addition would add biomedical laboratories and space for support staff at the Wisconsin Institutes for Medical Research (WIMR). The School of Medicine and Public Health (SMPH) at UW-Madison has received a National Institute of Health (NIH) C06 grant which provides funding for a project to house a 30 MeV cyclotron to be purchased and installed in the basement of the existing building. The Basement houses laboratories and limited office space supporting related activities including cGMP radiopharmaceutical space. An existing Cyclotron managed by SMPH's Cyclotron Group is adjacent to the new addition. This cyclotron will be moved to the new addition, and a new PETTrace cyclotron will be added next to it. A 30 MeV Cyclotron will be added to the existing vault. Stakeholders include principal investigators (PIs) in 12 departments across more than 36 clinical research studies. The vision is to provide WIMR with a state-of-the-art cyclotron and supporting facilities. This expansion addresses the growing demand for cyclotron-produced radionuclides, which exceeded capacity multiple times in 2022. The goals of this project include Quadrupling the existing capacity of the UW Cyclotron Group. This will support UW Medicine and UW Health in treating Alzheimer's, Parkinson's, cancer, chronic pain, and more. It will also increase isotope availability for researchers nationwide, advancing healthcare innovation.

The project includes, but is not limited to, the following major components:

- There will be a relocation of campus steam and chilled water utilities out of the footprint of the future cyclotron vaults. A new utility tunnel will be constructed adjacent to the existing west tower foundation, including associated work crossing Highland Avenue.
- Several site utilities located near the existing sidewalk will require close coordination within a constrained site.
- Existing air intakes and exhaust louvers at Level 2 of both towers will have an area well to maintain proper operation.
- The new Level 2 floor will extend over the existing east wedge structure in the area currently occupied by the green roof.
- A new green roof will be incorporated as part of the project's sustainability strategy.
- Because the existing foundation near the utility tunnel cannot support new loads, new piles and foundations will be required, with careful sequencing during construction.
- The project will include poured-in-place concrete vault walls approximately 7 feet thick, along with vault plugs.
- The primary structure will consist of poured-in-place concrete to match the existing building. A steel frame will be provided at the Level 2 roof over the existing building and adjacent to the Level 2 mechanical room.
- The project will include cleanrooms, including ISO 7 and ISO 8 spaces.
- Laboratory casework, including fume hoods, will be provided.
- Hot cells and shielded fume hoods will be Owner-purchased equipment and will require coordination with the MEP systems during construction. This equipment will be used for the handling of radioactive materials.
- A trench connection between the existing vault and the new facility will be required.
- Fire protection systems will be required, including extension of the existing WIMR fire alarm system into the new facility.
- New plumbing and laboratory gas piping systems will be required.
- New HVAC fans and related equipment will be located on the existing roof of the eight-story east tower and connected to the new mechanical room at Level 2.

1 **CLASS 1 NOTICE:**

2
3 Notice is hereby given in accordance with Section 16.855(10), Wisconsin Statutes, that the Agency believes it is in the best interests
4 of the State to contract the following work from only one source, without the usual statutory procedures:

5 23 09 23 – Direct Digital Control System for HVAC

6 28 10 00 – Access Control System

7
8 Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files (in PDF format): as a
9 downloadable file from the University of Wisconsin System Administration's Design and Construction Opportunities website (see
10 website address below). Bidding documents may also be seen at various Builders' Exchanges that have downloaded the
11 documents. Additional project bidding information, including plan holders lists are available on the University of Wisconsin System
12 public website: <https://www.wisconsin.edu/procurement/construction/>. After opening the web page, select the WIMR East Wedge
13 Cyclotron and Expansion project.

14
15 **Base Bid will be received for: A single lump sum bid for All Work.**

16 Bid Guarantee in the amount of 10% of the Bid must accompany each bid submitted. Contractor MUST submit hard copies of bid
17 to UWSA within 10 working days of being notified of award.

18
19 Contract offer and construction phase records will be processed via email.

20
21 **A pre-bid tour will be conducted at the site July 14, 2026 beginning at 3:00 PM. Participants should meet in Room 1244 of**
22 **the Health Sciences Learning Center building located at 750 Highland Avenue, Madison, WI. All bidders are highly**
23 **encouraged to attend this Pre-bid Conference / Building Tour and no separate tours will be conducted. The contact person**
24 **is Potter Lawson, Inc., Scott Kammer, 749 University Row, Madison, WI: scottk@potterlawson.com.**

25
26 Any other questions related to this project can be sent via email to the Procurement contact Lindsay Woznick at
27 Lindsay.woznick@wisconsin.edu.

28 ***

GPC INSTRUCTIONS TO BIDDERS (Rev 04/2024)

UW- Madison Project No. **1485-2511** / UWSA Project No. **A-23-011**

INDEX

1. Definitions
2. General
3. Drawings and Specifications
4. Interpretation
5. Mandatory Pre-Bid DOA Certification
6. Bid Guarantee
7. Withdrawal of Bids
8. Contract Form
9. Contract Interests by State Public Official
10. Disclosure of Ownership
11. Minority Business Enterprise and Disabled Veteran-Owned Business Involvement
12. Substance Abuse Prevention
13. Method of Award - Reservation
14. Security for Separate 100% Performance and Separate 100% Payment
15. Taxes
16. Submission of Bids
17. Base Bid
18. Informational Bids
19. Unit Prices
20. Stated Allowances
21. Subcontractors
22. Commencement and Completion
23. Work by the Owner

1. DEFINITIONS

In this document, the following terms are defined as:

- (a) "Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to perform their division of work.
- (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)1.
- (c) "Qualified responsible bidder" means a contractor who is a Qualified bidder and who is a Responsible bidder.
- (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)2.
- (e) "Single prime contracting" means bidding and contracting through a process in which only a general prime contractor has a contractual relationship with the owner and all mechanical, electrical, or plumbing subcontractors are identified by the department and are subcontractors to the General Prime Contractor.
- (f) "General Prime Contractor" ("GPC") is a contractor that enters into a contract with the owner to perform all work as required by the Contract Documents and enters into contracts with subcontractors including MEP Subcontractors identified by the Owner.
- (g) "Non-MEP Subcontractor" is a subcontractor to a General Prime Contractor in divisions of work other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the General Prime Contractor.
- (h) "Subcontractor" is all subcontractors on a project. This includes MEP Subcontractors, subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

(i) "Contractor" is all contractors working on a project regardless of contractual relationship. This includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all Subcontractors, regardless of tier of subcontract.

(j) "DFD Project Manager" shall have the same meaning as the "Owner's Representative" as defined in the A101 contract, article 8.2.

2. GENERAL

Time for bid opening shall be the prevailing central standard or daylight saving time in force at Madison, Wisconsin, on the date set forth in the Invitation to Bid.

All potential bidders must be certified by DOA prior to submitting bids on state construction projects over \$50,000. All bids received from contractors who are not certified will be rejected. Contractor certification applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page:

<https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or upon request from DFD--email dfdcertification@wisconsin.gov.

The Owner will issue an addendum if a successful MEP bid is withdrawn or rejected after the MEP Subcontractors have been identified but before the General Prime Contractor bid opening. This addendum will include a revised list of successful MEP bids that must be included in General Prime Contractor bids and will move the General Prime Contractor bid opening five (5) days later to allow bidders sufficient time to update their bids based on the revised MEP list.

Before submitting a bid, the Bidder shall examine all of the Bidding and Contract Documents listed in the Table of Contents of these specifications. The successful Bidder will be required to do all work which is shown on the drawings, mentioned in the specifications or reasonably implied as necessary to complete the contract for this project.

Failure to visit the site or failure to examine any and all Bidding and Contract Documents will in no way relieve the successful Bidder from the necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the Bidding and Contract Documents. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

All bidders shall have established and diligently maintained a satisfactory safety program, and if eligible for Experience Modification Rating (EMR), must have a rating of 1.20 or less as established by the Wisconsin Compensation Rating Bureau (WCRB) or the National Council on Compensation Insurance (NCCI).

3. DRAWINGS AND SPECIFICATIONS

The drawings and specifications that form a part of these Bidding Documents are all the documents (drawings, specifications, etc) in this invitation to bid.

Complete sets of Contract Documents for all trades will be issued to all Bidders, irrespective of the category of work to be bid on, in order that all Bidders may be familiar with the work of other trades as they affect their bid.

4. INTERPRETATION

No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the bid period. Bidders shall bring inadequacies, omissions or conflicts to the Architect/Engineer's attention at least ten (10) days before the date set for bid opening. Prompt clarification will be supplied to all bidders of record by addendum.

Failure to so request clarification or interpretation of the drawings and specifications will not relieve the successful Bidder of responsibility. Signing of the contract will be considered as implicitly denoting that the Contractor has thorough understanding of the scope of work and comprehension of the contract documents.

Neither the Architect/Engineer nor the Owner will be responsible for verbal instructions.

5. MANDATORY PRE-BID DOA CERTIFICATION

All potential bidders must become certified as qualified and responsible bidders **before** they can bid on state projects over \$50,000. The criteria for determining certification of qualified and responsible bidders are itemized in Wis. Stat. s. 16.855(9m). If the Owner determines that more experience is necessary for a particular project, the Owner may include additional requirements.

6. BID GUARANTEE

A bid bond prepared on the Bid Bond Form bound herein, payable to the Owner in the amount not less than 10% of the maximum bid shall accompany each bid as a guarantee. A bank certified check or a cashier's check may accompany each bid as a guarantee pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). Failure to enter into the contract with the Owner (including failure to obtain certificate of insurance and separate 100% performance and 100% payment bonds) may result in forfeiture of the Bid Bond. The company issuing the Bonds must be licensed to do business in Wisconsin.

Any bid which is not accompanied by a bid guarantee will not be accepted and will not be read at the bid opening.

All checks tendered as bid guarantee, except those of the three lowest bidders, will be returned to their makers within three (3) days after bid opening. All such retained checks will be returned immediately upon execution of the contract between the General Prime Contractor and the Owner.

7. WITHDRAWAL OF BIDS

Prior to the time fixed for bid opening, bids may be withdrawn by written request from the Bidder, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened.

After the bid has been opened, negligence on the part of the Bidder in preparing their bid confers no right for withdrawal of the bid without penalty.

If a bid contains an error, omission, or mistake, the bidder may limit liability to the amount of their bid guarantee by giving the Owner written Notice, within seventy-two (72) hours of the bid opening, of their intent not to execute the contract with the owner. If no such notice is given, the Owner reserves the right to obtain the amount of the difference in bid price between the low bidder and the next low bidder.

8. CONTRACT FORM

These specifications include a copy of the contract the successful Bidder is required to enter into with the owner. Bidders shall read and understand the conditions contained in this contract. The successful Bidder will be offered a contract via email to the contact provided by the bidder on the Bid Form.

9. CONTRACT INTERESTS BY STATE PUBLIC OFFICIALS

In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state public official's immediate family, nor any organization with which the state public official or a member of the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than \$3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public official has first made written disclosure of the nature and extent of such relationship or interest to the board and to the department acting for the state in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the owner in an action commenced within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation of state funds from which such payment is derived, knew or should have known that a violation of this subsection had occurred. This subsection does not affect the application of s.946.13.

10. DISCLOSURE OF OWNERSHIP

The Bidder shall disclose on the date of submitting a bid for this project, the name of any construction business of which the Bidder has had a 25% or greater interest as a shareholder, officer, partner, or owner at any time during the preceding three (3) years, if said construction business has been found by the Department of Workforce Development to have failed to pay the prevailing wage rate or at least 1.5 times the hourly basic rate of pay for hours worked in excess of the prevailing hours of labor to any employee at any time within the preceding three (3) years.

The "Disclosure of Ownership" form may be obtained at no charge from the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, Wisconsin 53708.

1 **11. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS INVOLVEMENT**

2 "Minority Business Enterprise" (MBE) means: a business certified by the Wisconsin Supplier Diversity Program under Wis. Stat. s.
3 16.287(2).

4
5 Disabled Veteran-Owned Business" (DVB) means: a business certified by the Wisconsin Supplier Diversity Program under Wis.
6 Stat. s. 16.283(3).

7
8 In awarding construction contracts, the University of Wisconsin System Administration shall attempt to ensure that 5 percent of the
9 total amount expended in each fiscal year is awarded to contractors which are minority businesses. The General Prime Contractor
10 Bidder shall make every effort to award a minimum of 15% of the work to minority business Enterprises (MBE) involvement for all
11 projects within 60 mile radius of Milwaukee and 5% for projects located elsewhere.

12
13 In awarding construction contracts, the University of Wisconsin System Administration shall attempt to ensure that at least 1 percent
14 of the total amount expended each fiscal year is awarded to contractors that are disabled veteran-owned businesses.

15
16 In order to assist the department in these endeavors we strongly encourage General Prime Contractors to use MBEs and DVBs.

17
18 General Prime Contractor Bidders shall submit a "Form A Affidavit of Compliance – Minority Business Enterprise and Disabled
19 Veteran-Owned Business Provision" within seven days of the general prime contractor contract offer. This form should indicate the
20 percentage of MBE/DVB participation commitment. All MEP Subcontractor Bidders shall also make every effort to encourage MBE
21 and DVB involvement.

22
23 For assistance in identifying DOA certified MBE and DVB companies, please contact the Department of Administration Supplier
24 Diversity Program at: DOABDMBD@wisconsin.gov, or by telephone at: (608)267-9550, or visit their website at:
25 <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

26
27 **12. SUBSTANCE ABUSE PREVENTION**

28 Mission/Purpose: The University of Wisconsin System Administration recognizes and supports drug-free workplace programs as
29 an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. the Owner
30 requires contractors, subcontractors, suppliers and vendors to establish and enforce drug-free workplace policies and programs
31 that conform to Sec 103.503 of the Wisconsin Statutes.

32
33 Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any employee on University
34 of Wisconsin System Administration construction job sites, is strictly prohibited.

35
36 The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working on University of
37 Wisconsin System Administration job sites. This includes employees of all Contractors, Subcontractors, contractor suppliers, and
38 their employees working at the job site. General Prime Contractor's and Subcontractor's Written Program: Each General Prime
39 Contractor and Subcontractor shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the
40 Wisconsin Statutes.

41
42 In addition, representatives of the Owner who believe that any General Prime Contractor's or Subcontractor's employee may be
43 under the influence of alcohol or drugs shall, where deemed appropriate, contact the General Prime Contractor's or Subcontractor's
44 appropriate management/supervision authority and request that appropriate action be taken. The General Prime Contractor's or
45 Subcontractor's employer shall immediately remove an employee who is suspected of being under the influence of illegal drugs or
46 alcohol shall be immediately removed from the job site.

47
48 Procedures for testing and handling of positive drug tests shall be in compliance and consistent with State and Federal laws.

49
50 Costs of Substance Abuse Programs and Testing: The cost associated with the development, implementation and enforcement of
51 Substance Abuse Programs and any testing required shall be the responsibility of each individual General Prime Contractor and
52 Subcontractor for their respective employees working on the job site. The Owner will not be responsible for any cost of substance
53 abuse testing, rehabilitation or medical reviews related to substance abuse.

54
55 The General Prime Contractor and Subcontractors shall indemnify and hold the Owner harmless from any damages or other costs
56 incurred that are related to the implementation or enforcement of any substance abuse policy or program.

13. METHOD OF AWARD - RESERVATION

General prime contractor bids that do not include the successful MEP bids identified by the Owner will be rejected.

The general prime contract will be awarded based on the following, as long as the cost does not exceed the amount of project funds available:

The lowest dollar amount is submitted by a qualified, responsible, certified bidder on a SINGLE BASE BID for all work comprising the project.

Should a qualified, responsible, certified minority business enterprise or disabled veteran-owned business submit a bid that is no more than 5% higher than the apparent low bid, the Contract may be awarded to the minority business enterprise or disabled veteran-owned business.

Firms wishing to be considered for the 5% bidding preference must be certified as a minority business enterprise or disabled veteran-owned business by the Wisconsin Supplier Diversity Program should indicate in the space provided on the Bid Form that preference is requested.

The Owner reserves the right to reject any and all bids, or to waive any informality in any bid, or to accept any bid which will serve the best interests of the Owner.

Informational Bids will not be considered in establishing low bidder.

14. SECURITY FOR SEPARATE 100% PERFORMANCE AND SEPARATE 100% PAYMENT

Bidder is required to furnish separate 100 % performance and 100 % payment bonds to the benefit of the Board of Regents of the University of Wisconsin System as the sole obligee. These bonds shall be delivered to the Owner with the signed contract. The Surety Company shall be licensed to do business in Wisconsin. The Bond must be dated the same date or subsequent to the date of the Contract.

A certified copy of power of attorney shall be provided by the Surety Company showing that the agent who signs the Bond has the power of attorney to sign for the Surety Company. This power of attorney must be signed by the Secretary or Assistant Secretary of the company and not by an attorney-in-fact. The power of attorney must bear the same or later date as the bond.

If the Bidder is a partnership or a joint venture, a certified list providing the names of individuals constituting the partnership or joint venture must be furnished. The Contract itself may be signed by one partner of the partnership, or one partner of each firm comprising the joint venture, but the separate Performance and Payment Bonds must be signed by all of the partners.

If the Bidder is a corporation, a current certified copy of the resolution or other official act of the directors of the corporation must be submitted showing that the person who signs the contract is authorized to sign contracts for the corporation. The corporate seal must be affixed to the resolution, contract, and separate performance and payment bonds. If the Bidder's corporation has no seal, the above documents must include a statement or notation to the effect that the corporation has no seal.

15. TAXES

The Bidder shall include in the bid all taxes required by law.

In accordance with section 71.80(16)(a), Wis. Stats., SURETY BOND; NONRESIDENT CONTRACTOR. "All nonresident persons, whether incorporated or not, engaging in construction contracting in this state as contractor or subcontractor and not otherwise regularly engaged in business in this state, shall file a surety bond with the department (Wisconsin Department of Revenue MS 5-77 Attn: Non-Resident Surety Bonds, 2135 Rimrock Rd., Madison, WI 53713, telephone (608)266-2776) payable to the department of revenue, to guarantee the payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. The amount of the bond shall be 3% of the contract or subcontract price on all contracts of \$50,000 or more..."

As the Board of Regents is an exempt entity, building materials purchased for this project are exempt. The University of Wisconsin System CES number: 040706. The Certificate of Exempt Status (CES) will be provided to the awarded Contractor upon request.

16. SUBMISSION OF BIDS

All bids shall be submitted on the standard Bid Forms and only bids that are made on the Bid Forms will be considered. The entire Bid Form including the Addendum Receipt/Signature page, the Bid Bond Form, (if used), and other supporting documents (if any), shall be filled out and submitted in the manner specified hereinafter. SPECIFICATIONS SHALL NOT ACCOMPANY BID.

No bids for any subdivision or any subclassification of this work, except as indicated, will be accepted. Any conditional bid, amendment to the Bid Form or appendant thereto, the inclusion of any correspondence, written or printed matter, unsolicited material or data, or details of any nature other than the information specifically called for, will disqualify the Bid. Telecommunication alterations to the bid will not be accepted.

Space is provided on the Bid Form for General Prime Contractor's single bid. Appropriate insertions are as follows: numerals indicating the cost of the work, \$0 if there is no cost for the work, or the words 'No Bid' if the bidder is not intending to bid the work. Blank space(s) will be considered the same as 'No Bid'.

Bidders shall submit a Single Base Bid for all the work.

Spaces are also provided on the Bid Form for General Prime Contractor's to list the successful MEP Subcontractors bids included in the General Prime Contractor's single base bid.

General prime contractor bids that do not include the successful MEP bids identified by the Owner will be rejected.

Any addendum issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of such addendum in the appropriate space provided on the Bid Form. Bid will be rejected if receipt of an addendum applicable to the award of contract has not been acknowledged on the Bid Form.

The Owner is not responsible for bids not clearly labeled as required. Bids shall be signed, sealed, and delivered to the place indicated in the Invitation to Bid before the time designated in the Invitation to Bid. All bids shall be identified with the Project Name, Project Number, Project Location, Category of Work being bid on, Bid Date, and the Name and Address of Bidder.

Bidder shall be responsible for the bid being delivered to the place designated for the bid opening before the time specified. Bids received after the time indicated in the Invitation to Bid will be rejected and returned to Bidder unopened.

Bid will be considered invalid and will be rejected if it has not been signed by the Bidder.

Bids will be rejected if the bidder is not certified by DOA in the division(s) of work they bid on and/or if their bid amount exceeds their certification threshold in that division of work.

17. BASE BID

Base Bids shall be received as follows:
SINGLE BASE BID FOR ALL THE WORK.

Base Bid No. 1. All Work, as per specification Divisions 2 thru 33, applicable provisions of Division 1 and related drawings.

18. INFORMATIONAL BIDS

None.

19. UNIT PRICES

Unit prices requested on the Bid Form shall be given and, if included in the General Prime Contract, will be used for additions to or deductions from amount of work required under the Contract. Unit prices shall include all costs of materials, labor, insurance, taxes, overhead and profit.

The Owner reserves the right to reject any unit prices as given in the bid if they are considered excessive or unreasonable, or to accept any or all of the unit prices that may be considered fair and reasonable. If any unit price is rejected, the work governed by such unit price, if required, shall be treated as specified in General Conditions.

The Bidder shall refer to the Bid Form and the applicable technical section to determine the basis of unit measure and the detailed information related to each unit price item requested.

20. STATED ALLOWANCES

None.

21. SUBCONTRACTORS

GENERAL PRIME CONTRACTOR SUBCONTRACT WITH MEP SUBCONTRACTORS:

The successful General Prime Contractor shall offer a subcontract to the successful MEP Subcontractors identified by the Owner and included in the General Prime Contractor's bid. This subcontract between a General Prime Contractor and a MEP Subcontractor must include a scope of work clause identical to the scope of work clause included in the Bid Documents and the contract between the General Prime Contractor and the owner. A General Prime Contractor and an MEP Subcontractor may not enter any agreement in connection with bids submitted that would alter or affect the scope or price of the contracts entered into. This prohibition does not apply to the Owner change orders that result in changes to the plans or specifications, or to back charges allowed by the contract.

The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor.

As the work progresses under any MEP subcontract for construction of a project, the General Prime Contractor shall, upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the subcontractor's work properly completed, less retainage. The retainage shall be an amount equal to not more than 5 percent of the subcontractor's work completed until 50 percent of the subcontractor's work has been completed. At 50 percent completion, no additional amounts may be retained, and partial payments shall be made in full to the subcontractor unless the department certifies that the subcontractor's work is not proceeding satisfactorily. At 50 percent completion or any time thereafter when the progress of the subcontractor's work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10 percent of the value of the work completed. Upon substantial completion of the subcontractor's work, any amount retained shall be paid to the subcontractor, less the value of any required corrective work or uncompleted work. All payments the General Prime Contractor makes under this paragraph shall be within 7 calendar days after the date on which the General Prime Contractor receives payment from the department.

The contract entered into between the General Prime Contractor and an MEP Subcontractor must contain all of the following clauses:

Scope of Work. The MEP Subcontractor scope of work is identical to the General Prime Contractor scope of work included in these bidding and contract documents. By submitting and signing a bid, all bidders have examined all of the Bidding Documents listed in the Table of Contents of the project specifications. The successful bidders will be required to do all work which is shown on the drawings, mentioned in the specifications, or reasonably implied as necessary to complete the division of work bid for this project.

Prompt Payment. (General prime contractor) shall pay (mechanical, electrical, or plumbing subcontractor) in accordance with section 16.855(19)(b), Wisconsin stats, for work that has been satisfactorily completed and properly invoiced by (mechanical, electrical, or plumbing subcontractor). A payment is timely if it is mailed, delivered, or transferred to (mechanical, electrical, or plumbing subcontractor) by the deadline under section 16.855(19)(b), Wisconsin stats.

If (mechanical, electrical, or plumbing subcontractor) is not paid by the deadline in this contract, (general prime contractor) shall pay interest on the balance due from the eighth day after the (general prime contractor) receives payment from the University of Wisconsin System Administration for the work for which payment is due and owing to (mechanical, electrical, or plumbing subcontractor), at the rate specified in section 71.82, Wisconsin stats., compounded monthly.

A (mechanical, electrical, or plumbing subcontractor) that receives payment as provided under this contract and that subcontracts with another entity shall pay those subcontractors, and be liable for interest on late payments to those subcontractors, in the same manner as the (general prime contractor) is required to pay the (mechanical, electrical, or plumbing subcontractor) under this contract.

Insurance and Bonds. (Mechanical, electrical, or plumbing subcontractor) shall not commence work under this contract until it has obtained all necessary insurance required of (mechanical, electrical, or plumbing subcontractor) in the contract between the (general prime contractor) and the Board of Regents of the University of Wisconsin System (mechanical, electrical, or plumbing subcontractor) shall provide a separate 100 percent performance bond and a separate 100 percent payment bond to the benefit of the (general prime contractor) as the sole named obligee. Original bonds shall be given to the (general prime contractor) and a copy shall be given to the University of Wisconsin System Administration no later than 10 days after execution of this contract.

Indemnification. To the fullest extent permitted by law, (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others whom (general prime contractor) is required to indemnify under its contract with the Owner, and the employees of any of them, from and against claims, damages, fines, penalties, losses, and expenses, including but not limited to attorney fees, arising in any way out of or resulting from the performance of the work under this contract, but only to the extent such claim, damage, fine, penalty, loss, or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including but not limited to loss of use resulting therefrom and is caused by the negligence, or acts or omissions, of (mechanical, electrical, or plumbing subcontractor), its subcontractors, any of their employees, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) as related to such claims, damages, fines, penalties, losses, and expense of or against (general prime contractor), results from or arises out of the negligence of the (general prime contractor) or other fault in providing general supervision or oversight of the work of (mechanical, electrical, or plumbing subcontractor) or (3) as related to claims, damages, fines, penalties, losses, and expense against the Board of Regents of the University of Wisconsin System, arises out of the department's status as owner of the project or project site.

In addition (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others (general prime contractor) is required to indemnify under its contract with the department, and the employees of any of them, from any liability, including liability resulting from a violation of any applicable safe place act, that (general prime contractor) or the owner incurs to any employee of (mechanical, electrical, or plumbing subcontractor) or any third party where the liability arises from a derivative claim from said employee, when the liability arises out of the failure of the (general prime contractor) or the owner to properly supervise, inspect, or approve the work or work area of (mechanical, electrical, or plumbing subcontractor), but only to the extent that the liability arises out of the acts or omissions of (mechanical, electrical, or plumbing subcontractor), its employees, or anyone for whom (mechanical, electrical, or plumbing subcontractor) may be liable, or from (mechanical, electrical, or plumbing subcontractor's) breach of its contractual responsibilities or arises out of (general prime contractor's) negligence or other fault in providing general supervision or oversight of (mechanical, electrical, or plumbing subcontractor's) work or arises out of the Board of Regents of the University of Wisconsin System status as owner of the project or project site. In claims against (general prime contractor) or the owner by an employee of (mechanical, electrical, or plumbing subcontractor) or its subcontractors or anyone for whose acts (mechanical, electrical, or plumbing subcontractor) may be liable, the indemnification obligation of this paragraph is not limited by a limitation on amount or type of damage, compensation, or other benefits payable by or for the (mechanical, electrical, or plumbing subcontractor) subcontractors under workers compensation act.

Except as identified above, the obligations of (mechanical, electrical, or plumbing subcontractor) under this indemnification do not extend to the liability of (general prime contractor) and its agents or employees arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; (2) the giving of or failure to give directions or instructions by the (general prime contractor) or the University of Wisconsin System Administration or their agents or employees provided the giving or failure to give is the cause of the injury or damage; or (3) the acts or omissions of other subcontractors.

Retainage. Retainage shall occur and be in amounts and on a schedule equal to that in the contract between (general prime contractor) and the Board of Regents of the University of Wisconsin System.

22. COMMENCEMENT AND COMPLETION

The successful General Prime Contractor Bidder shall commence work upon an executed contract with Owner. The General Prime Contractor shall not Mobilize until the date to be specified in a written "Notice to Proceed" issued by the Owner, and to fully complete all the work for Substantial Completion within **515** consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued. The construction duration and below milestone dates are based on the

current bidding schedule, and subject to modification if bidding does not proceed as planned. Refer also to General Conditions for additional information in regards to time for completion.

The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor.

These milestones will be incorporated into the master project schedule after the Notice to Proceed is issued. The schedule must include, but is not limited to, the following milestone categories as they apply to the project:

Start Date (Month/Year)	End Date (Month/Year)	Schedule Milestones
9/2026	9/2026	GPC Contract
9/2026	9/2026	Mobilization
9/2026	10/2026	Selective Demolition
9/2026	12/2026	Site Utilites
10/2026	2/2027	Excavation, Footings and Foundations
2/2027	4/2027	Foundations
4/2027	6/2027	Building Envelope
5/2027	8/2027	Interior Rough-In
7/2027	9/2027	Site Restoration & Landscaping
9/2027	11/2027	Interior Architectural & MEP Finishes
10/2027	11/2027	Owner Equipment - DMF Lab Hot Cells
11/2027	12/2027	Owner Equipment - New GE PETtrace - Install, Testing and Operational
12/2027	12/2027	DMF Lab Architectural & MEP Finishes (Following Hot Cell installation)
12/2027	1/2028	Building System Commissioning
1/2028	1/2028	Substantial Completion
1/2028	1/2028	Owner Occupancy of Cyclotron Vault and DMF Lab for Production
1/2028	4/2028	Owner Equipment - Relocate & Reinstall Existing GE PETtrace from B1305 to new Vault B1349Q.
2/2028	3/2028	Owner Equipment - B1363 "North/South" Hot Cell Lab Installation
4/2028	4/2028	B1363 Lab Architectural & MEP Finishes (Following Hot Cell installation)
6/2028	6/2028	Owner Equipment - B1360 "ISO 7 GMP" Hot Cell Lab Installation
7/2028	7/2028	B1360 "ISO 7 GMP" Lab Architectural & MEP Finishes (Following Hot Cell installation)

23. WORK BY THE OWNER

Work Indicated as Owner Furnished/Contractor Installed (OFCI) shall be furnished by the Owner, and installed by the Contractor. All costs for the installation of OFCI equipment, including utility connections, attachments to the building, and similar steps required for proper installation shall be included as a part of this Bid.

Work indicated as Owner Furnished/Owner Installed (OFOI) shall be furnished and installed by the Owner. Contractor shall be responsible for utility rough-in, and general building elements such as in-wall blocking and similar steps required for proper installation by Owner and shall be included as a part of this Bid.

The following work will be accomplished by the Owner or will be let under separate contracts and will not be included under the General Prime Contract:

Work indicated in the Lab Equipment Schedule as OFCI or OFOI as indicated in the schedule.

Door Hardware: Lockset Cores shall be OFOI.

Fire Extinguishers shall be OFOI.

Surveillance cameras shall be OFCI. Contractors to provide rough-ins and final hook-ups and installation of cameras.

Access control system head end equipment, software, and programming as indicated in Section 28 10 00.

Wireless access points shall be OFOI.

1 ASBESTOS ABATEMENT:
2 See General Requirements, HAZARDOUS SUBSTANCES for regulatory requirements, materials testing results, and General
3 Prime Contractor's responsibility regarding ACM. If Asbestos Abatement work is contracted by Owner, GPC shall coordinate the
4 work of the Asbestos Abatement Contractor (AAC) to ensure construction proceeds efficiently.
5 ***

BID FORM – GENERAL PRIME CONTRACTOR (GPC) (Rev 04/2024)
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
s.16.855 Wis. Stats.

**WIMR EAST WEDGE CYCLOTRON AND EXPANSION
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN**

UW- Madison Project No. **1485-2511** / UWSA Project No. **A-23-011**

General Prime Contractor (GPC) Bid Opening: 2:00 P.M., September 2, 2026.

To: University of Wisconsin System Administration (UWSA)

(a joint venture)

(a corporation)

(a partnership)

(an individual)

We _____
(Cross out inapplicable)

Of _____
Street City State Zip

hereby agree to execute a contract with the Board of Regents of the University of Wisconsin System (the Owner) and a subcontract with all successful MEP Bidders identified by the Owner and listed in this bid, and to furnish satisfactory separate 100% Performance Bond and 100% Payment Bond in the amount specified no later than ten (10) days of the contract offer, and to provide all labor and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict accordance with the Contract Documents prepared by Potter Lawson, Inc, 749 University Row, Suite 300, Madison, WI 53705 for the Owner and dated **June 30, 2026**.

Contact Instructions:

(For use by Owner to offer contract to the successful bidders)

Contact name: _____

Title: _____

Telephone Number: _____

Email address: _____

IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:

1. You have been **certified by DOA as a qualified and responsible bidder** for the amount of your bid within the division(s) of work being bid.
2. You have **entered all Bid amounts in numeric characters** (Example: \$9,999);
3. You have **acknowledged receipt of all addenda**;
4. You have **signed the Bid Form**
5. You have **included a valid Bid Guarantee** for not less than 10% of the value of the bid as either:
 - a) a Bid Bond signed by the contractor and surety, with a Power of Attorney attached, **or**
 - b) a Cashier's Check or Bank Check pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). A Company or Personal Check will not be accepted.

SINGLE BASE BID - GENERAL PRIME CONTRACTOR

ALL WORK

BASE BID NO 1. ALL WORK required to fully complete the project in accordance with the Contract Documents,
for the sum of (\$_____)

Enter bid amount in numeric characters only (Example: \$9,999). See Instructions to Bidders 'Article 16 Submission of Base Bids' for detailed instructions.

Base Bid No. 1 includes the bids from the following successful MEP Subcontractors identified by UWSA for the mechanical, electrical, plumbing, and fire protection divisions of work in this project. The General Prime Contractor shall enter into subcontracts with these MEP Subcontractors:

Fire Suppression Base Bid No. 2:

Identified Subcontractor: _____

Amount: _____

Plumbing Base Bid No. 3:

Identified Subcontractor: _____

Amount: _____

Heating Ventilating and Air Conditioning Base Bid No. 4:

Identified Subcontractor: _____

Amount: _____

Electrical Base Bid No. 5:

Identified Subcontractor: _____

Amount: _____

Combined Base Bids Option

Base Bid No. _____ for _____ (Division of Work),

Base Bid No. _____ for _____ (Division of Work) and

Base Bid No. _____ for _____ (Division of Work) and

Base Bid No. _____ for _____ (Division of Work) Work fully complete as per specifications and related drawings, for the sum of

(\$_____)

Enter bid amount in numeric characters only (Example: \$9,999).

1 COMMENCEMENT AND COMPLETION OF CONTRACT WORK

2 The undersigned agrees, if awarded the contract, to enter into a subcontract with the MEP Bidders identified by the
3 Owner.

4
5 ADDENDUM RECEIPT

6 We acknowledge receipt of the following Addenda:

7
8 Addendum No. _____ Date _____

9
10 Addendum No. _____ Date _____

11
12 Addendum No. _____ Date _____

13
14 Addendum No. _____ Date _____

15
16 PRIOR TO SIGNING, BIDDERS' ATTENTION IS DIRECTED TO INSTRUCTIONS TO BIDDERS TO AVOID THE
17 POSSIBILITY OF INVALIDATING THIS BID.

18
19 BY SIGNING THIS BID FORM, THE BIDDER ATTESTS TO PERSONAL KNOWLEDGE OF THE FOLLOWING:
20

- | | |
|----|---|
| 1. | Bidder is <u>certified</u> by DOA as a qualified and responsible bidder for the amount of the bid submitted, within the division(s) of work being bid. |
| 2. | In accordance with Wis. Stats. 16.855 (13) and (14) and ARTICLE 21 of these Bidding Documents, Bidder agrees to enter into a subcontract with the successful MEP Subcontractors identified by the Owner. |
| 3. | Bidder has examined the drawings and specifications, carefully prepared the bid form, and has reviewed all forms in detail before submitting bid; and bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, bid rigging, bid rotation, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid. |
| 4. | That all work will be performed at the Bidder's own proper cost and expense, that the Bidder will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract. |

21
22
23 _____
24 (Firm Name)

25
26 _____
27 (Bidder's Printed Name)

28
29 _____
30 (Bidder's Title)

31
32 (Seal, if bid is by a corporation)

33
34 Date: _____

35 By _____
36 (Signature of Bidder)

37 ☐ Place an "X" in the box if Bidder is certified as a minority business enterprise or disabled veteran-owned
38 business by the Wisconsin Supplier Diversity Program and wishes to be considered for the 5% bidder preference.

MEP INVITATION TO BID (Rev 04/2024)
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

WIMR EAST WEDGE CYCLOTRON AND EXPANSION
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

UW-Madison Project No. 1485-2511 / UWSA Project No. A-23-011

BID OPENING for MEP BIDDERS: 2:00 P.M., August 19, 2026.

BID OPENING for GENERAL PRIME CONTRACTOR BIDDERS: 2:00 P.M., September 2, 2026.

OWNER: The Board of Regents of the University of Wisconsin System hereinafter termed the Owner.

NOTICE: All potential bidders must be certified by DOA prior to submitting bids on UW-Managed construction projects.

All bids received from contractors who are not certified will be rejected. Contractor certification applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page: <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx>.

This project is being let using a single prime bidding and contracting process. the Owner will publicly bid the applicable mechanical, electrical, plumbing, and fire protection (MEP) divisions of work **first**. Within five (5) days of the MEP bid opening, the Owner will identify a lowest, qualified, responsible, certified bidder in each applicable MEP division of work. These successful MEP bids must be included in all general prime contractor bids received. No later than five (5) days after the Owner identifies the successful MEP bids, the Owner will publicly open general prime contractor bids. **General prime contractor bids that do not include the successful MEP bids will be rejected.** The owner will enter into a single contract with the lowest, qualified, responsible, certified general prime contractor and this general prime contractor shall enter into subcontracts with the successful MEP bidders.

The University of Wisconsin System Administration (UWSA) will ONLY be accepting construction bidding documents as follows:

- **PDF scanned file of all required bid documents, including bid and bid bond forms with an either original wet signatures or digital electronic signatures emailed to UWSA Bid Submissions at uwsabids submissions@wisconsin.edu.** If submitting documents with electronic signatures, further information and requirements are in the following bullets.
- Include Project Name, Project Number, Project Location, Category of Work being bid on, Bid Date, and the Name and Address of Bidder within email submission.
- For documents that require a seal, please darken these scans for better visibility.
- For bids including a cashier's/certified check, please scan front and back of check and include with submission.
- Bidders may submit PDFs of bonds and powers of attorney containing e-signatures, e-corporate seals, and e- notaries affixed to each document in accordance with the Surety's obligations. **Telephone numbers are required for all electronic signatories** for oral verification as needed. Wisconsin law permits the use of remote online notarization if it is performed **using technology providers that have been approved by the Department of Financial Institutions (DFI)**. If a remote online notarization is used, it is the responsibility of the contractor and its Surety to ensure that the technology provider has been approved by DFI.
- Bidders may submit bid forms containing electronic signatures, but those signatures must be obtained using approved software in order to be accepted. **DocuSign software and Adobe Digital Signature software are approved for e-signatures** for submission of bids. Use of any other e-signature software will require additional verification and the bidder must obtain approval at least three (3) business days prior to submission of bids. Please contact Lindsay.woznick@wisconsin.edu first regarding any proposed electronic signature software.

UWSA will NO LONGER accept bids via third party delivery (UPS, FEDEX, or DHL) or bids being dropped off in person.

- Bids must be submitted to the email address listed above (uwsabids submissions@wisconsin.edu) by 1:30 p.m. CT on the day that the bid submission is due. Email PDF submissions will receive a confirmation reply from WSA. If for any reason a reply is not received after a PDF bid is emailed, please contact Lindsay Woznick at 608-265-6462.

- Bidders are responsible for their bid being delivered by the time specified and delivery is entirely at the bidder's risk.

The bid opening will be conducted via teleconference with the information listed below. All bids will be opened at 2:00 p.m. CT on the scheduled date. All lines will be muted upon entry of the teleconference. Upon dialing into the teleconference line, you will hear silence until the bid starts.

Join Zoom Meeting

• One Tap Mobile:

+13052241968,,96119421731#,,,,*820674# US

Dial-In

+1 312 626 6799 US (Chicago)

<https://wisconsin-edu.zoom.us/j/96119421731?pwd=eVF6VzM0Z2ZTalhqaCtpVGNLNkZz09&from=addon>

• Meeting ID: 961 1942 1731

• Passcode: 820674

In general, the work consists of an approximately 58,000 GSF addition onto the Wisconsin Institute for Medical Research (WIMR) at 1111 Highland Ave, Madison, WI 53705. The addition would be constructed in the East Wedge between what is commonly referred to as WIMR 1 and WIMR 2 and would consist of remodeling existing basement space and new construction in the basement, first and second floor. The first and second floor will be initially constructed as a shell space for future program. The addition would add biomedical laboratories and space for support staff at the Wisconsin Institutes for Medical Research (WIMR). The School of Medicine and Public Health (SMPH) at UW-Madison has received a National Institute of Health (NIH) C06 grant which provides funding for a project to house a 30 MeV cyclotron to be purchased and installed in the basement of the existing building. The Basement houses laboratories and limited office space supporting related activities including cGMP radiopharmaceutical space. An existing Cyclotron managed by SMPH's Cyclotron Group is adjacent to the new addition. This cyclotron will be moved to the new addition, and a new PETTrace cyclotron will be added next to it. A 30 MeV Cyclotron will be added to the existing vault. Stakeholders include principal investigators (PIs) in 12 departments across more than 36 clinical research studies. The vision is to provide WIMR with a state-of-the-art cyclotron and supporting facilities. This expansion addresses the growing demand for cyclotron-produced radionuclides, which exceeded capacity multiple times in 2022. The goals of this project include Quadrupling the existing capacity of the UW Cyclotron Group. This will support UW Medicine and UW Health in treating Alzheimer's, Parkinson's, cancer, chronic pain, and more. It will also increase isotope availability for researchers nationwide, advancing healthcare innovation.

The project includes, but is not limited to, the following major components:

- There will be a relocation of campus steam and chilled water utilities out of the footprint of the future cyclotron vaults. A new utility tunnel will be constructed adjacent to the existing west tower foundation, including associated work crossing Highland Avenue.
- Several site utilities located near the existing sidewalk will require close coordination within a constrained site.
- Existing air intakes and exhaust louvers at Level 2 of both towers will have an area well to maintain proper operation.
- The new Level 2 floor will extend over the existing east wedge structure in the area currently occupied by the green roof.
- A new green roof will be incorporated as part of the project's sustainability strategy.
- Because the existing foundation near the utility tunnel cannot support new loads, new piles and foundations will be required, with careful sequencing during construction.
- The project will include poured-in-place concrete vault walls approximately 7 feet thick, along with vault plugs.
- The primary structure will consist of poured-in-place concrete to match the existing building. A steel frame will be provided at the Level 2 roof over the existing building and adjacent to the Level 2 mechanical room.
- The project will include cleanrooms, including ISO 7 and ISO 8 spaces.
- Laboratory casework, including fume hoods, will be provided.
- Hot cells and shielded fume hoods will be Owner-purchased equipment and will require coordination with the MEP systems during construction. This equipment will be used for the handling of radioactive materials.
- A trench connection between the existing vault and the new facility will be required.
- Fire protection systems will be required, including extension of the existing WIMR fire alarm system into the new facility.
- New plumbing and laboratory gas piping systems will be required.
- New HVAC fans and related equipment will be located on the existing roof of the eight-story east tower and connected to the new mechanical room at Level 2.

1 **CLASS 1 NOTICE:**

2
3 Notice is hereby given in accordance with Section 16.855(10), Wisconsin Statutes, that the Agency believes it is in the best interests
4 of the State to contract the following work from only one source, without the usual statutory procedures:

5 23 09 23 – Direct Digital Control System for HVAC

6 28 10 00 – Access Control System

7
8 Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files (in PDF format): as a
9 downloadable file from the University of Wisconsin System Administration's Design and Construction Opportunities website (see
10 website address below). Bidding documents may also be seen at various Builders' Exchanges that have downloaded the
11 documents. Additional project bidding information, including plan holders lists are available on the University of Wisconsin System
12 public website: <https://www.wisconsin.edu/procurement/construction/>. After opening the web page, select the WIMR East Wedge
13 Cyclotron and Expansion project.

14
15 **Base Bid will be received as a single lump sum bid for: 2) Fire Protection (Fire Suppression); 3) Plumbing; 4) Mechanical**
16 **(Heating, Ventilating, Air Conditioning); and 5) Electrical.**

17
18 Bid Guarantee in the amount of 10% of the Bid must accompany each bid submitted. Contractor MUST submit hard copies of bid
19 to UWSA within 10 working days of being notified of award.

20
21 **A pre-bid tour will be conducted at the site July 14, 2026 beginning at 3:00 PM. Participants should meet in Room 1244 of**
22 **the Health Sciences Learning Center building located at 750 Highland Avenue, Madison, WI. All bidders are highly**
23 **encouraged to attend this Pre-bid Conference / Building Tour and no separate tours will be conducted. The contact person**
24 **is Potter Lawson, Inc., Scott Kammer, 749 University Row, Madison, WI: scottk@potterlawson.com.**

25
26 Any other questions related to this project can be sent via email to the Procurement contact Lindsay Woznick at
27 Lindsay.woznick@wisconsin.edu.

28 ***

MEP INSTRUCTIONS TO BIDDERS (Rev 04/2024)

UW- Madison Project No. 1485-2511 / UWSA Project No. A-23-011

INDEX

1. Definitions
2. General
3. Drawings and Specifications
4. Interpretation
5. Mandatory Pre-Bid DOA Certification
6. Bid Guarantee
7. Withdrawal of Bids
8. MEP Bidder Identification
9. MEP Subcontract with General Prime Contractor
10. Contract Interests by State Public Official
11. Disclosure of Ownership
12. Minority Business Enterprise and Disabled Veteran-Owned Business Involvement
13. Substance Abuse Prevention
14. Security for Separate 100% Performance and Separate 100% Payment
15. Taxes
16. Submission of Bids
17. Base Bid
18. Informational Bids
19. Unit Prices
20. Stated Allowances
21. Commencement and Completion
22. Work by the Owner

1. DEFINITIONS

In this document, the following terms are defined as:

- (a) "Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to perform their division of work.
- (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)1.
- (c) "Qualified responsible bidder" means a contractor who is a Qualified bidder and who is a Responsible bidder.
- (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)2.
- (e) "Single prime contracting" means bidding and contracting through a process in which only a general prime contractor has a contractual relationship with the owner and all mechanical, electrical, or plumbing subcontractors are identified by the department and are subcontractors to the General Prime Contractor.
- (f) "General Prime Contractor" ("GPC") is a contractor that enters into a contract with the owner to perform all work as required by the Contract Documents and enters into contracts with subcontractors including MEP Subcontractors identified by the Owner.
- (g) "Non-MEP Subcontractor" is a subcontractor to a General Prime Contractor in divisions of work other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the General Prime Contractor.
- (h) "Subcontractor" is all subcontractors on a project. This includes MEP Subcontractors, subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

(i) "Contractor" is all contractors working on a project regardless of contractual relationship. This includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all Subcontractors, regardless of tier of subcontract.

(j) "DFD Project Manager" shall have the same meaning as the "Owner's Representative" as defined in the A101 contract, article 8.2.

2. GENERAL

Time for bid opening shall be the prevailing central standard or daylight saving time in force at Madison, Wisconsin, on the date set forth in the Invitation to Bid.

All potential bidders must be certified by DOA prior to submitting bids on state construction projects over \$50,000. All bids received from contractors who are not certified will be rejected. Contractor certification applications and instructions for completing the form may be obtained from the DOA Website DFD Contractor Certification page:

<https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or upon request from DFD--email dfdcertification@wisconsin.gov.

The Owner will issue an addendum if a successful MEP bid is withdrawn or rejected after the MEP Subcontractors have been identified but before the General Prime Contractor bid opening. This addendum will include a revised list of successful MEP bids that must be included in General Prime Contractor bids and will move the General Prime Contractor bid opening five (5) days later to allow bidders sufficient time to update their bids based on the revised MEP list.

Before submitting a bid, the Bidder shall examine all of the Bidding and Contract Documents listed in the Table of Contents of these specifications. The successful Bidder will be required to do all work which is shown on the drawings, mentioned in the specifications or reasonably implied as necessary to complete the contract for this project.

Failure to visit the site or failure to examine any and all Bidding and Contract Documents will in no way relieve the successful Bidder from the necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the Bidding and Contract Documents. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

All bidders shall have established and diligently maintained a satisfactory safety program, and if eligible for Experience Modification Rating (EMR), must have a rating of 1.20 or less as established by the Wisconsin Compensation Rating Bureau (WCRB) or the National Council on Compensation Insurance (NCCI).

3. DRAWINGS AND SPECIFICATIONS

The drawings and specifications that form a part of these Bidding Documents are all the documents (drawings, specifications, etc) in this invitation to bid.

Complete sets of Contract Documents for all trades will be issued to all Bidders, irrespective of the category of work to be bid on, in order that all Bidders may be familiar with the work of other trades as they affect their bid.

4. INTERPRETATION

No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the bid period. Bidders shall bring inadequacies, omissions or conflicts to the Architect/Engineer's attention at least ten (10) days before the date set for bid opening. Prompt clarification will be supplied to all bidders of record by addendum.

Failure to so request clarification or interpretation of the drawings and specifications will not relieve the successful Bidder of responsibility. Signing of the contract will be considered as implicitly denoting that the Contractor has thorough understanding of the scope of work and comprehension of the contract documents.

Neither the Architect/Engineer nor the Owner will be responsible for verbal instructions.

5. MANDATORY PRE-BID DOA CERTIFICATION

All potential bidders must become certified as qualified and responsible bidders **before** they can bid on state projects over \$50,000. The criteria for determining certification of qualified and responsible bidders are itemized in Wis. Stat. s. 16.855(9m). If the Owner determines that more experience is necessary for a particular project, the Owner may include additional requirements.

6. BID GUARANTEE

A bid bond prepared on the Bid Bond Form bound herein, payable to the Owner in the amount not less than 10% of the maximum bid shall accompany each bid as a guarantee. A bank certified check or a cashier's check may accompany each bid as a guarantee pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). Failure to enter into the contract with the Owner (including failure to obtain certificate of insurance and separate 100% performance and 100% payment bonds) may result in forfeiture of the Bid Bond. The company issuing the Bonds must be licensed to do business in Wisconsin.

Any bid which is not accompanied by a bid guarantee will not be accepted and will not be read at the bid opening.

All checks tendered as bid guarantee, except those of the three lowest bidders, will be returned to their makers within three (3) days after bid opening. All such retained checks will be returned immediately upon execution of the contract between the General Prime Contractor and the Owner.

7. WITHDRAWAL OF BIDS

Prior to the time fixed for bid opening, bids may be withdrawn by written request from the Bidder, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened.

After the bid has been opened, negligence on the part of the Bidder in preparing their bid confers **no** right for withdrawal of the bid without penalty.

If a bid contains an error, omission, or mistake, the bidder may limit liability to the amount of their bid guarantee by giving the Owner written Notice, within seventy-two (72) hours of the bid opening, of their intent not to execute the contract with the owner. If no such notice is given, the Owner reserves the right to obtain the amount of the difference in bid price between the low bidder and the next low bidder.

8. MEP BIDDER IDENTIFICATION

Within five (5) days of the MEP bid opening, the Owner will identify a lowest, qualified, responsible, certified MEP Subcontractor in each applicable MEP division of work (as long as the cost does not exceed the amount of project funds available).

The lowest dollar amounts submitted by qualified, responsible, certified bidders on the SEPARATE BASE BIDS for various specified mechanical, electrical, plumbing, and fire protection divisions of the work; or

The lowest dollar amount submitted by qualified, responsible, certified bidders on the COMBINED BASE BIDS for any combination of the Separate Base Bids for various specified mechanical, electrical, plumbing, and fire protection divisions of the work.

The Owner reserves the right to reject any and all bids, or to waive any informality in any bid, or to accept any bid which will serve the best interest of the Owner.

9. MEP SUBCONTRACT WITH GENERAL PRIME CONTRACTOR

The General Prime Contractor will offer the successful MEP Bidder (s) a subcontract. A contract entered into between a General Prime Contractor and a MEP Subcontractor must include a scope of work clause identical to the scope of work clause included in the MEP Subcontractor bid documents. A General Prime Contractor and an MEP Subcontractor may not enter any agreement in connection with bids submitted that would alter or affect the scope or price of the contracts entered into. This prohibition does not apply to the Owner change orders that result in changes to the plans or specifications, or to back charges allowed by the contract.

The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor.

As the work progresses under any MEP subcontract for construction of a project, the General Prime Contractor shall, upon request of a subcontractor, pay to the subcontractor an amount equal to the proportionate value of the subcontractor's work properly

completed, less retainage. The retainage shall be an amount equal to not more than 5 percent of the subcontractor's work completed until 50 percent of the subcontractor's work has been completed. At 50 percent completion, no additional amounts may be retained, and partial payments shall be made in full to the subcontractor unless the department certifies that the subcontractor's work is not proceeding satisfactorily. At 50 percent completion or any time thereafter when the progress of the subcontractor's work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10 percent of the value of the work completed. Upon substantial completion of the subcontractor's work, any amount retained shall be paid to the subcontractor, less the value of any required corrective work or uncompleted work. All payments the General Prime Contractor makes under this paragraph shall be within 7 calendar days after the date on which the General Prime Contractor receives payment from the Owner.

The contract entered into between the General Prime Contractor and an MEP Subcontractor must contain all of the following clauses:

Scope of Work. The MEP Subcontractor scope of work is identical to the General Prime Contractor scope of work included in these bidding and contract documents. By submitting and signing a bid, all bidders have examined all of the Bidding Documents listed in the Table of Contents of the project specifications. The successful bidders will be required to do all work which is shown on the drawings, mentioned in the specifications, or reasonably implied as necessary to complete the division of work bid for this project.

Prompt Payment. (General prime contractor) shall pay (mechanical, electrical, or plumbing subcontractor) in accordance with section 16.855(19)(b), Wisconsin stats, for work that has been satisfactorily completed and properly invoiced by (mechanical, electrical, or plumbing subcontractor). A payment is timely if it is mailed, delivered, or transferred to (mechanical, electrical, or plumbing subcontractor) by the deadline under section 16.855(19)(b), Wisconsin stats.

If (mechanical, electrical, or plumbing subcontractor) is not paid by the deadline in this contract, (general prime contractor) shall pay interest on the balance due from the eighth day after the (general prime contractor) receives payment from the Owner for the work for which payment is due and owing to (mechanical, electrical, or plumbing subcontractor), at the rate specified in section 71.82, Wisconsin stats., compounded monthly. A (mechanical, electrical, or plumbing subcontractor) that receives payment as provided under this contract and that subcontracts with another entity shall pay those subcontractors, and be liable for interest on late payments to those subcontractors, in the same manner as the (general prime contractor) is required to pay the (mechanical, electrical, or plumbing subcontractor) under this contract.

Insurance and Bonds. (Mechanical, electrical, or plumbing subcontractor) shall not commence work under this contract until it has obtained all necessary insurance required of (mechanical, electrical, or plumbing subcontractor) in the contract between the (general prime contractor) and the Owner. (mechanical, electrical, or plumbing subcontractor) shall provide a separate 100 percent performance bond and a separate 100 percent payment bond to the benefit of the (general prime contractor) as the sole named obligee. Original bonds shall be given to the (general prime contractor) and a copy shall be given to the Owner no later than 10 days after execution of this contract.

Indemnification. To the fullest extent permitted by law, (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others whom (general prime contractor) is required to indemnify under its contract with the department, and the employees of any of them, from and against claims, damages, fines, penalties, losses, and expenses, including but not limited to attorney fees, arising in any way out of or resulting from the performance of the work under this contract, but only to the extent such claim, damage, fine, penalty, loss, or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including but not limited to loss of use resulting therefrom and is caused by the negligence, or acts or omissions, of (mechanical, electrical, or plumbing subcontractor), its subcontractors, any of their employees, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) as related to such claims, damages, fines, penalties, losses, and expense of or against (general prime contractor), results from or arises out of the negligence of the (general prime contractor) or other fault in providing general supervision or oversight of the work of (mechanical, electrical, or plumbing subcontractor) or (3) as related to claims, damages, fines, penalties, losses, and expense against the Owner, arises out of the department's status as owner of the project or project site.

In addition (mechanical, electrical, or plumbing subcontractor) shall defend, indemnify, and hold harmless (general prime contractor) and its officers, directors, agents, and any others (general prime contractor) is required to indemnify under its contract with the department, and the employees of any of them, from any liability, including liability resulting from a

violation of any applicable safe place act, that (general prime contractor) or the owner incurs to any employee of (mechanical, electrical, or plumbing subcontractor) or any third party where the liability arises from a derivative claim from said employee, when the liability arises out of the failure of the (general prime contractor) or the owner to properly supervise, inspect, or approve the work or work area of (mechanical, electrical, or plumbing subcontractor), but only to the extent that the liability arises out of the acts or omissions of (mechanical, electrical, or plumbing subcontractor), its employees, or anyone for whom (mechanical, electrical, or plumbing subcontractor) may be liable, or from (mechanical, electrical, or plumbing subcontractor's) breach of its contractual responsibilities or arises out of (general prime contractor's) negligence or other fault in providing general supervision or oversight of (mechanical, electrical, or plumbing subcontractor's) work or arises out of the Owner's status as owner of the project or project site. In claims against (general prime contractor) or the owner by an employee of (mechanical, electrical, or plumbing subcontractor) or its subcontractors or anyone for whose acts (mechanical, electrical, or plumbing subcontractor) may be liable, the indemnification obligation of this paragraph is not limited by a limitation on amount or type of damage, compensation, or other benefits payable by or for the (mechanical, electrical, or plumbing subcontractor) subcontractors under workers compensation act.

Except as identified above, the obligations of (mechanical, electrical, or plumbing subcontractor) under this indemnification do not extend to the liability of (general prime contractor) and its agents or employees arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; (2) the giving of or failure to give directions or instructions by the (general prime contractor) or the Board of Regents of the University of Wisconsin System Administration or their agents or employees provided the giving or failure to give is the cause of the injury or damage; or (3) the acts or omissions of other subcontractors.

Retainage. Retainage shall occur and be in amounts and on a schedule equal to that in the contract between (general prime contractor) and the Owner.

10. CONTRACT INTERESTS BY STATE PUBLIC OFFICIALS

In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state public official's immediate family, nor any organization with which the state public official or a member of the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than \$3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public official has first made written disclosure of the nature and extent of such relationship or interest to the board and to the department acting for the state in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the owner in an action commenced within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation of state funds from which such payment is derived, knew or should have known that a violation of this subsection had occurred. This subsection does not affect the application of s.946.13.

11. DISCLOSURE OF OWNERSHIP

The Bidder shall disclose on the date of submitting a bid for this project, the name of any construction business of which the Bidder has had a 25% or greater interest as a shareholder, officer, partner, or owner at any time during the preceding three (3) years, if said construction business has been found by the Department of Workforce Development to have failed to pay the prevailing wage rate or at least 1.5 times the hourly basic rate of pay for hours worked in excess of the prevailing hours of labor to any employee at any time within the preceding three (3) years.

The "Disclosure of Ownership" form may be obtained at no charge from the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, Wisconsin 53708.

12. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS INVOLVEMENT

"Minority Business Enterprise" (MBE) means: a business certified by the Wisconsin Supplier Diversity Program under Wis. Stat. s. 16.287(2).

"Disabled Veteran-Owned Business" (DVB) means: a business certified by the Wisconsin Supplier Diversity Program under Wis. Stat. s. 16.283(3).

General Prime Contractors are strongly encouraged to use MBEs and DVBs.

General Prime Contractor Bidders shall submit a "Form A Affidavit of Compliance – Minority Business Enterprise and Disabled Veteran-Owned Business Provision" within seven days of the general prime contractor contract offer. This form should indicate the

percentage of MBE/DVB participation commitment. All MEP Subcontractor Bidders shall also make every effort to encourage MBE and DVB involvement.

For assistance in identifying DOA certified MBE and DVB companies, please contact the Department of Administration Supplier Diversity Program at: <mailto:DOABDMBD@wisconsin.gov>, or by telephone at: (608)267-9550, or visit their website at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

13. SUBSTANCE ABUSE PREVENTION

Mission/Purpose: The Board of Regents of the University of Wisconsin System recognizes and supports drug-free workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The Owner requires contractors, subcontractors, suppliers and vendors to establish and enforce drug-free workplace policies and programs that conform to Sec 103.503 of the Wisconsin Statutes.

Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any employee on the Owner's construction job sites, is strictly prohibited.

The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working on the Owner's job sites. This includes employees of all Contractors, Subcontractors, contractor suppliers, and their employees working at the job site.

General Prime Contractor's and Subcontractor's Written Program: Each General Prime Contractor and Subcontractor shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the Wisconsin Statutes.

In addition, representatives of the Owner who believe that any General Prime Contractor's or Subcontractor's employee may be under the influence of alcohol or drugs shall, where deemed appropriate, contact the General Prime Contractor's or Subcontractor's appropriate management/supervision authority and request that appropriate action be taken. The General Prime Contractor's or Subcontractor's employer shall immediately remove an employee who is suspected of being under the influence of illegal drugs or alcohol shall be immediately removed from the job site.

Procedures for testing and handling of positive drug tests shall be in compliance and consistent with State and Federal laws.

Costs of Substance Abuse Programs and Testing: The cost associated with the development, implementation and enforcement of Substance Abuse Programs and any testing required shall be the responsibility of each individual General Prime Contractor and Subcontractor for their respective employees working on the job site. the Owner will not be responsible for any cost of substance abuse testing, rehabilitation or medical reviews related to substance abuse.

The General Prime Contractor and Subcontractors shall indemnify and hold the Owner harmless from any damages or other costs incurred that are related to the implementation or enforcement of any substance abuse policy or program.

14. SECURITY FOR SEPARATE 100% PERFORMANCE AND SEPARATE 100% PAYMENT

MEP Subcontractors will be required to deliver to the General Prime Contractor separate 100 % performance and 100 % payment bonds to the benefit of the General Prime Contractor as the sole obligee. Original bonds shall be given to the General Prime Contractor and a copy shall be given to the Owner no later than 10 days after the execution of the subcontract. Separate 100% performance and separate 100 % payment bond forms are included in Appendix 1 of these instructions.

15. TAXES

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law. 7 In accordance with section 71.80(16)(a), Wis. Stats., SURETY BOND; NONRESIDENT CONTRACTOR. "All nonresident persons, whether incorporated or not, engaging in construction contracting in this state as contractor or subcontractor and not otherwise regularly engaged in business in this state, shall file a surety bond with the department (Wisconsin Department of Revenue MS 5-77 Attn: Non-Resident Surety Bonds, 2135 Rimrock Rd., Madison, WI 53713, telephone (608)266-2776.) payable to the department of revenue, to guarantee the payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. The amount of the bond shall be 3% of the contract or subcontract price on all contracts of \$50,000 or more..."

As the Board of Regents is an exempt entity, building materials purchased for this project are exempt. The University of Wisconsin System CES number: 040706. The Certificate of Exempt Status (CES) will be provided to the awarded Contractor upon request.

1 **16. SUBMISSION OF BIDS**

2 All bids shall be submitted on the standard Bid Forms and only bids that are made on the Bid Forms will be considered. The entire
3 Bid Form including the Addendum Receipt/Signature page, the Bid Bond Form (if used), and other supporting documents (if any)
4 shall be filled out and submitted in the manner specified hereinafter. SPECIFICATIONS SHALL NOT ACCOMPANY BID.
5

6 No bids for any subdivision or any subclassification of this work, except as indicated, will be accepted. Any conditional bid,
7 amendment to the Bid Form or appendant thereto, the inclusion of any correspondence, written or printed matter, unsolicited
8 material or data, or details of any nature other than the information specifically called for, will disqualify the Bid. Telecommunication
9 alterations to the bid will not be accepted.
10

11 Space(s) are provided on the Bid Form for each Division of Work. Appropriate insertions are as follows: numerals indicating the
12 cost of the work, \$0 if there is no cost for the work, or the words 'No Bid' if the bidder is not intending to bid the work. Blank space(s)
13 will be considered the same as 'No Bid'.
14

15 **Bidders may submit separate base bids for any divisions of work they are certified to bid on (Fire Suppression, Plumbing,**
16 **Heating, Ventilating and Air Conditioning, and Electrical).**
17

18 **Bidders may submit combined base bids for any combination of base bid categories if they are certified in each division**
19 **of work included in their combined base bid.**
20

21 Any addendum issued during the time of bidding shall become a part of the Bidding Documents. Bidders shall acknowledge receipt
22 of such addendum in the appropriate space provided on the Bid Form. Bid will be rejected if receipt of an addendum applicable to
23 the award of contract has not been acknowledged on the Bid Form.
24

25 The Owner is not responsible for bids not clearly labeled as required. Bids shall be signed, sealed, and delivered to the place
26 indicated in the Invitation to Bid before the time designated in the Invitation to Bid. All bids shall be identified with the Project Name,
27 Project Number, Project Location, Category of Work being bid on, Bid Date, and the Name and Address of Bidder.
28

29 Bidder shall be responsible for the sealed bid being delivered to the place designated for bid opening before the time specified.
30 Bids received after the time indicated in the Invitation to Bid will be rejected and returned to Bidder unopened.
31

32 Bid will be considered invalid and will be rejected if it has not been signed by the Bidder.
33

34 Bids will be rejected if the bidder is not certified by DOA in the division(s) of work they bid on and/or if their bid amount exceeds
35 their certification threshold in that division of work.
36

37 **17. BASE BIDS**

38 Fire Protection (Fire Suppression), Plumbing, Mechanical (Heating, Ventilating and Air Conditioning), and Electrical Base Bids
39 shall be received utilizing one or all methods of bidding as follows:
40

41 SEPARATE BASE BIDS FOR THE VARIOUS DIVISIONS OF THE WORK.
42

43 Base Bid No. 2 Fire Suppression Work as per specification Division 21, applicable provisions of Division 1 and related drawings.
44

45 Base Bid No. 3 Plumbing Work as per specification Division 22, applicable provisions of Division 1 and related drawings.
46

47 Base Bid No. 4 Heating, Ventilating and Air Conditioning Work as per specification Division 23, applicable provisions of Division 1
48 and related drawings.
49

50 Base Bid No. 5 Electrical Work as per specification Division 26, 27, 28 applicable provisions of Division 1 and related drawings.
51

52 COMBINED BASE BIDS FOR ANY COMBINATION OF SEPARATE BASE BIDS FOR VARIOUS DIVISIONS OF THE WORK.
53

54 Base Bid No. ____ for ____, Base Bid No. ____ for ____ and Base Bid No. ____ for ____ as per specifications, applicable provisions
55 of Division 1 and related drawings.
56

18. INFORMATIONAL BIDS

None.

19. UNIT PRICES

Unit prices requested on the Bid Form shall be given and, if included in the General Prime Contract, will be used for additions to or deductions from amount of work required under the Contract. Unit prices shall include all costs of materials, labor, insurance, taxes, overhead and profit.

The Owner reserves the right to reject any unit prices as given in the bid if they are considered excessive or unreasonable, or to accept any or all of the unit prices that may be considered fair and reasonable. If any unit price is rejected, the work governed by such unit price, if required, shall be treated as specified in General Conditions.

The Bidder shall refer to the Bid Form and the applicable technical section to determine the basis of unit measure and the detailed information related to each unit price item requested. \

20. STATED ALLOWANCES

None.

21. COMMENCEMENT AND COMPLETION

The successful mechanical, electrical, plumbing, or fire protection Bidder must agree to commence the work on or before a date to be specified in a written "Notice to Proceed" issued by the General Prime Contractor and to fully complete all the work within **515** consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued. The construction duration and below milestone dates are based on the current bidding schedule, and subject to modification if bidding does not proceed as planned. Refer also to General Conditions for additional information in regards to time for completion.

The General Prime Contractor must base the Project Schedule on the schedule that the MEP Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions), unless otherwise agreed to by the MEP Subcontractor.

These milestones will be incorporated into the master project schedule after the Notice to Proceed is issued. The schedule must include, but is not limited to, the following milestone categories as they apply to the project:

Start Date (Month/Year)	End Date (Month/Year)	Schedule Milestones
9/2026	9/2026	GPC Contract
9/2026	9/2026	Mobilization
9/2026	10/2026	Selective Demolition
9/2026	12/2026	Site Utilites
10/2026	2/2027	Excavation, Footings and Foundations
2/2027	4/2027	Foundations
4/2027	6/2027	Building Envelope
5/2027	8/2027	Interior Rough-In
7/2027	9/2027	Site Restoration & Landscaping
9/2027	11/2027	Interior Architectural & MEP Finishes
10/2027	11/2027	Owner Equipment - DMF Lab Hot Cells
11/2027	12/2027	Owner Equipment - New GE PETtrace - Install, Testing and Operational
12/2027	12/2027	DMF Lab Architectural & MEP Finishes (Following Hot Cell installation)
12/2027	1/2028	Building System Commissioning
1/2028	1/2028	Substantial Completion
1/2028	1/2028	Owner Occupancy of Cyclotron Vault and DMF Lab for Production
1/2028	4/2028	Owner Equipment - Relocate & Reinstall Existing GE PETtrace from B1305 to new Vault B1349Q.
2/2028	3/2028	Owner Equipment - B1363 "North/South" Hot Cell Lab Installation
4/2028	4/2028	B1363 Lab Architectural & MEP Finishes (Following Hot Cell installation)
6/2028	6/2028	Owner Equipment - B1360 "ISO 7 GMP" Hot Cell Lab Installation

7/2028	7/2028	B1360 "ISO 7 GMP" Lab Architectural & MEP Finishes (Following Hot Cell installation)
--------	--------	--

22. WORK BY THE OWNER

Work Indicated as Owner Furnished/Contractor Installed (OFCI) shall be furnished by the Owner, and installed by the Contractor. All costs for the installation of OFCI equipment, including utility connections, attachments to the building, and similar steps required for proper installation shall be included as a part of this Bid.

Work indicated as Owner Furnished/Owner Installed (OFOI) shall be furnished and installed by the Owner. Contractor shall be responsible for utility rough-in, and general building elements such as in-wall blocking and similar steps required for proper installation by Owner and shall be included as a part of this Bid.

The following work will be accomplished by the Owner or will be let under separate contracts and will not be included under the General Prime Contract:

Work indicated in the Lab Equipment Schedule as OFCI or OFOI as indicated in the schedule.

Door Hardware: Lockset Cores shall be OFOI.

Fire Extinguishers shall be OFOI.

Surveillance cameras shall be OFCI. Contractors to provide rough-ins and final hook-ups and installation of cameras.

Access control system head end equipment, software, and programming as indicated in Section 28 10 00.

Wireless access points shall be OFOI.

ASBESTOS ABATEMENT:

See General Requirements, HAZARDOUS SUBSTANCES for regulatory requirements, materials testing results, and General Prime Contractor's responsibility regarding ACM. If Asbestos Abatement work is contracted by Owner, GPC shall coordinate the work of the Asbestos Abatement Contractor (AAC) to ensure construction proceeds efficiently.

BID FORM – MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION (MEP) (Rev 04/2024)
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
s.16.855 Wis. Stats.

**WIMR EAST WEDGE CYCLOTRON AND EXPANSION
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN**

UW- Madison Project No. **1485-2511** / UWSA Project No. **A-23-011**

Mechanical, Electrical, Plumbing, and Fire Protection (MEP) Bid Opening: 2:00 P.M., August 19, 2026

To: University of Wisconsin System Administration (UWSA)

(a joint venture)

(a corporation)

(a partnership)

(an individual)

We _____

(Cross out inapplicable)

Of _____
Street City State Zip

hereby agree to execute a subcontract with the General Prime Contractor awarded the contract for the project designated above and to furnish satisfactory separate 100% Performance Bond and 100% Payment Bond in the amount specified no later than ten (10) days after execution of the subcontract with the General Prime Contractor, and to provide all labor and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict accordance with the Bidding Documents prepared by Potter Lawson, Inc, 749 University Row, Suite 300, Madison, WI 53705 for the Owner and dated **June 30, 2026**.

(For use by General Prime Contractor to offer subcontract to the successful MEP bidders identified through UWSA)

Contact name: _____

Telephone Number: _____

Email address: _____

FAX Number: _____

IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:

1. You have been **certified by DOA as a qualified and responsible bidder** for the amount of your bid within the division(s) of work being bid.
2. You have **entered all Bid amounts in numeric characters** (Example: \$9,999);
3. You have **acknowledged receipt of all addenda**;
4. You have **signed the Bid Form**
5. You have **included a valid Bid Guarantee** for not less than 10% of the value of the bid as either:
 - a) a Bid Bond signed by the contractor and surety, with a Power of Attorney attached, **or**
 - b) a Cashier's Check or Bank Check pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). A Company or Personal Check will not be accepted.

1 FIRE SUPPRESSION

2
3 BASE BID NO. 2 Fire Suppression Work fully complete as per Bidding Documents, for the sum of

4
5 (\$ _____)

6 **Enter bid amount in numeric characters only** (Example: \$9,999). See MEP Instructions to Bidders 'Article
7 16 Submission of Base Bids' for detailed instructions.

8
9
10 PLUMBING

11
12 BASE BID NO. 3 Plumbing Work fully complete as per Bidding Documents, for the sum of

13
14 (\$ _____)

15 **Enter bid amount in numeric characters only** (Example: \$9,999). See MEP Instructions to Bidders 'Article
16 16 Submission of Base Bids' for detailed instructions.

17
18
19 HEATING, VENTILATING AND AIR CONDITIONING

20
21 BASE BID NO. 4 Heating, Ventilating, Air Conditioning Work fully complete as per Bidding Documents, for the sum of

22
23 (\$ _____)

24 **Enter bid amount in numeric characters only** (Example: \$9,999). See MEP Instructions to Bidders 'Article
25 16 Submission of Base Bids' for detailed instructions.

26
27
28 ELECTRICAL

29
30 BASE BID NO. 5 Electrical Work fully complete as per Bidding Documents for the sum of

31
32 (\$ _____)

33 **Enter bid amount in numeric characters only** (Example: \$9,999). See MEP Instructions to Bidders 'Article
34 16 Submission of Base Bids' for detailed instructions.

35
36
37 COMBINED BASE BIDS OPTION

38
39 BASE BID NO. _____ for _____ (Division of Work),
40 BASE BID NO. _____ for _____ (Division of Work) and
41 BASE BID NO. _____ for _____ (Division of Work) and
42 BASE BID NO. _____ for _____ (Division of Work) Work fully complete as per specifications and related
43 drawings, for the sum of

44
45 (\$ _____)

46 **Enter bid amount in numeric characters only** (Example: \$9,999). See MEP Instructions to Bidders 'Article
47 16 Submission of Base Bids' for detailed instructions.

1 COMMENCEMENT AND COMPLETION OF WORK

2 The undersigned agrees, if identified as the lowest qualified responsible certified bidder for the divisions(s) of work bid
3 on, to enter into a subcontract with the General Prime Contractor.

4
5 ADDENDUM RECEIPT

6 We acknowledge receipt of the following Addenda:

7
8 Addendum No. _____ Date _____

9
10 Addendum No. _____ Date _____

11
12 Addendum No. _____ Date _____

13
14 Addendum No. _____ Date _____

15
16 PRIOR TO SIGNING, BIDDERS' ATTENTION IS DIRECTED TO MEP INSTRUCTIONS TO BIDDERS TO AVOID
17 THE POSSIBILITY OF INVALIDATING THIS BID.

18
19 BY SIGNING THIS BID FORM, THE BIDDER ATTESTS TO PERSONAL KNOWLEDGE OF THE FOLLOWING:
20

- | | |
|----|---|
| 1. | Bidder is <u>certified</u> by DOA as a qualified and responsible bidder for the amount of the bid submitted, within the division(s) of work being bid. |
| 2. | Bidder agrees to enter into a subcontract with the General Prime Contractor in accordance with Wis. Stats. s. 16.855(14) and ARTICLE 9 of these Bidding Documents. |
| 3. | Bidder has examined the drawings and specifications, carefully prepared the bid form, and has reviewed all forms in detail before submitting bid; and bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, bid rigging, bid rotation, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid. |
| 4. | That all work will be performed at the Bidder's own proper cost and expense, that the Bidder will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the General Prime Contractor's Notice to Proceed. |

21
22
23
24 _____
25 (Firm Name)

26
27 (Seal, if bid is by a corporation) _____
28 (Bidder's Printed Name)

29 Date: _____ By _____
30 (Signature of Bidder)

31
32 [] Place an "X" in the box if Bidder is certified as a minority business enterprise or disabled veteran-owned
33 business by the Wisconsin Supplier Diversity Program.